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May 20, 2010

Dear Prospective Proposers:

ADDENDUM NO. 1 TO REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR REFERENCE MEDICAL LABORATORY SERVICES

On April 28, 2010, the Department of Health Services (DHS) released an RFSQ for the provision of as-needed medical laboratory services with a May 28, 2010 deadline for qualified providers to submit responses.

As indicated in the RFSQ, Paragraph 1.8, County Rights and Responsibilities, the County may amend the RFSQ by written addendum. Addendum No. 1 is issued to provide corrections, clarifications, and answers to questions received in accordance to RFSQ requirements.

CORRECTIONS AND CLARIFICATIONS:

1. RFSQ, Paragraph 2.7, Preparation and Format of the SOQ, shall be amended to delete reference "Medical Laboratory Services Fee Schedule (Section F)" and replaced with "Acceptance of Terms and Conditions in Sample Contract (Section F)"
2. RFSQ, Paragraph 2.7, Preparation and Format of the SOQ, shall be amended to delete reference "Discounts and Added Charges (Section G)"
3. RFSQ, Appendix H, Master Agreement, Statement of Work, Paragraph 5.2, shall be amended to read as follows:
"Critical Value Test Results: Test results which in the judgment of the Contractor, or the County (when discrepant, County's judgment prevails), may be of critical and immediate importance to a patient's care, and as such, must be immediately reported by Contractor to County laboratory. Critical value turn-around-time testing results shall be provided as soon as it is available, after confirming test results in no event later than one (1) hour after confirming test."
4. RFSQ, Paragraph 2.3, RFSQ Timetable, shall be amended to revise the SOQ submission deadline to 2:00 p.m.(PT), Friday, June 11, 2010.

ANSWERS TO QUESTIONS:

- Q1. Most of the tests we offer are not listed on the application Test Lists. Can we still apply?

A1. Yes.

Q2. Would tests that we offer that are not on the Test Lists be covered?

A2. Yes, under special circumstances and pre-approved by County Lab Manager. Reference Paragraphs: Appendix A, Master Agreement, Paragraph 5.4.2, and Paragraph 5.5.2, Discount to be Applied to Contractor's Currently Published Commercial Fee Schedule.

Q3. Is there a different RFSQ for non-reference labs?

A3. No.

Q4. Is this the only time we can apply?

A4. Not necessarily. RFSQ, Paragraph 1.7, Master Agreement Term, Paragraph 1.7.2, states that "The County may at its sole discretion select one or more vendors from this RFSQ process and, depending on service needs, may elect to accept SOQs throughout the duration of the Master Agreement to qualify Vendors."

Q5. Can we apply in a year's time?

A5. See A4.

Q6. Do references have to be clients of the vendor within the State of CA?

A6. No.

Q7. Exhibit 6, "Public Entity" contracts, Does a health plan (i.e., Cigna/Aetna) or Independent Physician Association (HealthCare Partners, Monarch Health Care) meet the requirement of being a "Public Entity"?

A7. No.

Q8. Exhibit 7, List of Terminated Contracts for Non-Performance. Is that if a client terminated the Vendor because of breach of contract?

A8. Yes.

Q9. Exhibit 8, GAIN/GROW Program. A Clinical Laboratory Vendor would not likely employ someone with a Felony record. Would this compromise my Agency's opportunity for a contract?

A9. No. However, not all GAIN/GROW members have Felony records. To be considered for contract award Vendor must be willing to provide GAIN/GROW participants access to its employee-mentoring program, if available.

Q10. Exhibit 15, no column for volumes was provided. Can we get the estimated annual volumes to apply discounts if certain volume levels are met?

A10. No. RFSQ, Paragraph 1.6, Master Agreement Process, Paragraph 1.6.4, states the following "Contractors awarded a Master Agreement will not be guaranteed any minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion."

Q11. How do we apply discounts?

A11. Applicable discounts must be provided in Exhibit 16.

Q12. Can a word format of the RFSQ be provided?

A12. No.

Q13. Can a word format of Exhibit 15 be provided?

A13. Yes. Please submit your request to pmcgehee@dhs.lacounty.gov

Q14. Can we provide a CA license to meet Statement of Work, Section 1.0, where it states that "Contractor shall own, lease, or rent, at its own expense, a medical laboratory facility, located in Los Angeles, Orange, Riverside, San Bernardino, or Ventura County..."

A14. Yes.

Q15. Can we provide local references of clients who can attest to our TAT capability?

A15. Yes. You may include such information in the Statement of Qualifications (SOQ), under Section A, Vendor's Qualifications.

Q16. Do I need to attach the "Statement of Qualification Submittal Form" to my SOQ?

A16. Yes.

Q17. Is the Master Agreement negotiable?

A17. No. RFSQ, Paragraph 1.2, Overview of Solicitation Document, Appendix H "the terms and conditions shown in the Master Agreement are not negotiable"

Q18. Does the vendor have to agree to the termination provisions even if County is not paying claims?

A18. Yes.

Q19. Do we have to agree with the Master Agreement's termination language?

A19. Yes. See A17.

Q20. Is it acceptable to submit a separate appendix to provide the Max TAT days, CPT Codes, and Assay Production Schedule?

A20. No.

Q21. May the Contractor refer specimens to their affiliates or subsidiaries for tests that the Contractor does not perform in its own laboratory?

A21. Yes, under the terms of the Master Agreement. RFSQ, Appendix H, Master Agreement, Paragraph 8.45, Subcontracting, states that "the requirements of this Master Agreement may not be subcontracted by the Contractor without the advance approval of the County." See also RFSQ, Statement of Work, Paragraph 12.10, Subcontracting Due to Temporary Shut Down of an Assay Procedure.

Q22. Is it acceptable to list five agreements with public entities executed within the last three years and make additional information available to the County upon request?

A22. No. RFSQ, Paragraph 2.7.2, Paragraph B. Vendor's Reference (Section A.2), Sub-paragraph b, states that "The listing must include all Public Entities contracts for the last three (3) years. ...".

Q24. Are "unprotected" versions of the forms available to allow vendors to enter free text?

A24. No.

Q25. Statement of Work, Section 13.1, please clarify data elements.

A25. The data provided by the Contractor to each County laboratory served by Contractor are identified in RFSQ, Appendix H, Master Agreement, Statement of Work, Sections 13.2, 13.3, 13.4, and 13.5.

Q26. What do you require in the way of ad hoc laboratory reports?

A26. Pap smear correlation reports and special workload reports.

Q27. Define County's intent with respect to having the stated tables in the LIS "addressed" by the vendor.

A27. New vendors would have to build or modify interface translation tables.

Q28. Required Forms – Exhibit 15, can Cytology & Histopathology testing be bid under the coding rules under CPT code guidelines?

A28. CPT guidelines should be used.

Q29. Is the County's expectation that coverage is provided twenty-four (24) hours a day, seven (7) days a week for both clinical and anatomic pathology testing?

A29. Yes, applies to both.

Q30. Is the County's expectation that STAT testing results will be provided within "a maximum of four (4) hours of notification by County for specimen pickup", does this apply to both clinical and anatomic pathology testing?

A30. Yes, applies to both.

Q31. What would prompt cytology and pathology requests to be sent for "outside assessment"?

A31. Correlation studies between pap smears sent out and biopsies done in house. This is done monthly and is a CAP requirement.

Q32. Does County expect the Contractor to have all of its employees sign Exhibit L-1, Certification of Employee Status form?

A32. No. Only Contractor's employees that will be assigned to work on resultant agreement will be required to sign Exhibit L-1.

Q33. Will all of Contractor's staff be required to undergo a background check?

A33. No, only Contractor's staff entering County facilities.

This concludes Addendum No. 1 and the County's response to questions received in accordance to RFSQ requirements. There are no other modifications to the RFSI.